

1
2
3
4
5
UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

6
7
8 MCKENNA DUFFY and MICHAEL BRETT,
9 individually and on behalf of all others
similarly situated,

10 Plaintiffs,

11 v.

12 YARDI SYSTEMS, INC., BRIDGE
PROPERTY MANAGEMENT, L.C.,
13 CALIBRATE PROPERTY MANAGEMENT,
LLC, DALTON MANAGEMENT, INC.,
14 HNN ASSOCIATES, LLC, LEFEVER
MATTSON PROPERTY MANAGEMENT,
15 MANCO ABBOTT, INC., MORGUARD
MANAGEMENT COMPANY, R.D.
MERRILL REAL ESTATE HOLDINGS,
16 LLC, SUMMIT MANAGEMENT
SERVICES, INC., and CREEKWOOD
PROPERTY CORPORATION,

17 Defendants.

18 Case No. 2:23-cv-01391-RSL

19
20 **STIPULATED MOTION FOR ENTRY**
OF PROTECTIVE ORDER AND
ORDER

1 **1. PURPOSES AND LIMITATIONS**

2 Discovery in this action is likely to involve production of confidential, proprietary, or private
3 information for which special protection may be warranted. Accordingly, the parties hereby
4 stipulate to and petition the court to enter the following Stipulated Protective Order. The parties
5 acknowledge that this agreement is consistent with LCR 26(c). It does not confer blanket
6 protection on all disclosures or responses to discovery, the protection it affords from public
7 disclosure and use extends only to the limited information or items that are entitled to confidential
8 treatment under the applicable legal principles, and it does not presumptively entitle parties to file
9 confidential information under seal.

10 This Order has been agreed to by the Parties to facilitate discovery and the production of relevant
11 evidence in this action. Neither the entry of this Order, nor the designation of any document,
12 information, or the like as Confidential material or Highly Confidential material, nor the failure to
13 make such designation, shall constitute evidence with respect to any issue in this action.

14 By stipulating to the entry of this Order, the Parties do not waive any right to object to disclosing
15 or producing any information or item on any ground not addressed in this Order. Similarly, the
16 Parties do not waive any right to object on any ground to the use in evidence of any documents or
17 information, including Confidential material or Highly Confidential material covered by this
18 Order.

19 **2. “CONFIDENTIAL” MATERIAL**

20 “Confidential” material shall include the following documents and tangible things produced or
21 otherwise exchanged: (a) information prohibited from disclosure by statute or contractual
22 agreement; (b) information that reveals trade secrets; (c) research, development, technical,
23 commercial, financial, or corporate information that the party has maintained as confidential; (d)
24 medical information concerning any individual; (e) personal identifying information; (f) income
25 tax returns (including attached schedules and forms), W-2 forms and 1099 forms; or (g) personnel
26 or employment records of a person who is not a party to the case. Confidential material shall be
27 marked or otherwise designated “CONFIDENTIAL.” The parties will make reasonable efforts to

1 ensure that information or documents that are available to the public are not designated as
2 Confidential material.

3 **3. “HIGHLY CONFIDENTIAL” MATERIAL**

4 3.1 “Highly Confidential—Source Code” material. “Highly Confidential—Source
5 Code” material shall include extremely sensitive “Confidential” material representing computer
6 code and associated comments and revision histories, formulas, engineering specifications, or
7 schematics that define or otherwise describe in detail the algorithms or structure of software or
8 hardware designs, disclosure of which to another Party or Non-Party would create a substantial
9 risk of serious harm that could not be avoided by less restrictive means.

10 3.2 “Highly Confidential—Attorneys’ Eyes Only” material. “Highly Confidential—
11 Attorneys’ Eyes Only” material, such as competitive internal business information and
12 communications, shall include extremely sensitive “Confidential” material that the producing
13 party reasonably believes to be so sensitive that it is entitled to additional protection via an
14 “Attorneys’ Eyes Only” designation, and disclosure of which to another Party or Non-Party
15 would create a substantial risk of serious harm that could not be avoided by less restrictive means.

16 **4. SCOPE**

17 The protections conferred by this agreement cover not only Confidential and Highly Confidential
18 material (as defined above), but also (1) any information copied or extracted from Confidential or
19 Highly Confidential material; (2) all copies, excerpts, summaries, or compilations of Confidential
20 or Highly Confidential material; and (3) any testimony, conversations, or presentations by parties
21 or their counsel that might reveal Confidential or Highly Confidential material.

22 However, the protections conferred by this agreement do not cover information that is in the
23 public domain or becomes part of the public domain through trial or otherwise.

24 **5. ACCESS TO AND USE OF CONFIDENTIAL MATERIAL**

25 5.1 Basic Principles. A receiving party may use Confidential material that is disclosed
26 or produced by another party or by a non-party in connection with this case only for prosecuting,
27 defending, or attempting to settle this litigation. Confidential material may be disclosed only to

1 the categories of persons and under the conditions described in this agreement. Confidential
2 material must be stored and maintained by a receiving party at a location and in a secure manner
3 that ensures that access is limited to the persons authorized under this agreement.

4 5.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless otherwise ordered
5 by the court or permitted in writing by the designating party, a receiving party may disclose any
6 Confidential material only to:

7 (a) the receiving party’s counsel of record in this action, as well as employees
8 of counsel to whom it is reasonably necessary to disclose the information for this litigation;

9 (b) the officers, directors, and employees (including in-house counsel) of the
10 receiving party to whom disclosure is reasonably necessary for this litigation;

11 (c) experts, their staff, and consultants to whom disclosure is reasonably
12 necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be
13 Bound” (Exhibit A);

14 (d) the court, court personnel, and court reporters and their staff;

15 (e) copy or imaging services retained by counsel to assist in the duplication of
16 Confidential material, provided that counsel for the party retaining the copy or imaging service
17 instructs the service not to disclose any Confidential material to third parties and to immediately
18 return all originals and copies of any Confidential material;

19 (f) during their depositions, witnesses in the action to whom disclosure is
20 reasonably necessary and who have signed the “Acknowledgment and Agreement to Be Bound”
21 (Exhibit A), provided that counsel for the party intending to disclose the information has a good-
22 faith basis for believing such Confidential information is relevant to events, transactions,
23 discussions, communications or data about which the witness is expected to testify or about which
24 the witness may have knowledge, unless otherwise ordered by the court. Pages of transcribed
25 deposition testimony or exhibits to depositions that reveal Confidential material must be
26 separately bound by the court reporter and may not be disclosed to anyone except as permitted
27 under this agreement;

1 (g) the author or recipient of a document containing the information or a
 2 custodian or other person who otherwise possessed or knew the information;

3 (h) identified persons who are referenced in the document or whose conduct is
 4 purported to be identified in the document, provided that counsel for the party intending to
 5 disclose the information has a good-faith basis for believing such Confidential information is
 6 relevant to events, transactions, discussions, communications, or data about which the person has
 7 knowledge; disclosure to such person is limited to the portion of the document in which the
 8 person or person's conduct is identified or referenced; and such person has signed the
 9 "Acknowledgment and Agree to Be Bound" (Exhibit A); and

10 (i) other persons only by written consent of the producing party or upon order
 11 of the court and on such conditions as may be agreed or ordered, but such consent shall not be
 12 unreasonably withheld.

13 5.3 Filing "CONFIDENTIAL" Material. Before filing Confidential material or
 14 discussing or referencing such material in court filings, the filing party shall confer with the
 15 designating party, in accordance with Local Civil Rule 5(g). Any motion to seal filed by the
 16 receiving party, where a designating party must make a showing required by Local Civil Rule
 17 5(g)(3)(B) in response to the motion, must be noted for consideration no earlier than the fourth
 18 Friday after filing. A party who seeks to maintain the confidentiality of its information must
 19 satisfy the requirements of Local Civil Rule 5(g)(3)(B), even if it is not the party filing the motion
 20 to seal. Failure to satisfy this requirement will result in the motion to seal being denied, in
 21 accordance with the strong presumption of public access to the court's files.

22 **6. ACCESS TO AND USE OF HIGHLY CONFIDENTIAL—SOURCE CODE
 MATERIAL**

23 6.1 Basic Principles. A receiving party may use Highly Confidential—Source Code
 24 material that is disclosed or produced by another party or by a non-party in connection with this
 25 case only for prosecuting, defending, or attempting to settle this litigation. Highly Confidential—
 26

1 Source Code material may be disclosed only to the categories of persons and under the conditions
2 described in this agreement.

3 (a) Any source code produced in discovery shall be made available for inspection, in a
4 format allowing it to be reasonably reviewed and searched, during normal business hours or at
5 other mutually agreeable times, at an office of the producing party's counsel or another mutually
6 agreed upon location. The source code shall be made available for inspection on a secured
7 computer in a secured room without internet access or network access to other computers, and the
8 receiving party shall not copy, remove, or otherwise transfer any portion of the source code onto
9 any recordable media or recordable device. The producing party may visually monitor the
10 activities of the receiving party's representatives during any source code review, but only to
11 ensure that there is no unauthorized recording, copying, or transmission of the source code.

12 (b) The receiving party may request paper copies of limited portions of source code
13 that are reasonably necessary for the preparation of court filings, pleadings, expert reports, or
14 other papers, or for deposition or trial, but shall not request paper copies for the purposes of
15 reviewing the source code other than electronically as set forth in paragraph (c) in the first
16 instance. The producing party shall provide all such source code in paper form including bates
17 numbers and the label "HIGHLY CONFIDENTIAL—SOURCE CODE." The producing party
18 may challenge the amount of source code requested in hard copy form pursuant to the dispute
19 resolution procedure and timeframes set forth in Section 9 whereby the producing party is the
20 "challenging party" and the receiving party is the "designating party" for purposes of dispute
21 resolution.

22 (c) The receiving party shall maintain a record of any individual who has inspected
23 any portion of the source code in electronic or paper form. The receiving party shall maintain all
24 paper copies of any printed portions of the source code in a secured, locked area. The receiving
25 party shall not create any electronic or other images of the paper copies and shall not convert any
26 of the information contained in the paper copies into any electronic format. The receiving party
27 shall only make additional paper copies if such additional copies are (1) necessary to prepare

1 court filings, pleadings, or other papers (including a testifying expert's expert report), (2)
 2 necessary for deposition, or (3) otherwise necessary for the preparation of its case. Any paper
 3 copies used during a deposition shall be retrieved by the producing party at the end of each day
 4 and must not be given to or left with a court reporter or any other unauthorized individual.

5 6.2 Disclosure of "HIGHLY CONFIDENTIAL—SOURCE CODE" Material. Unless
 6 otherwise ordered by the court or permitted in writing by the designating party, a receiving party
 7 may disclose any Highly Confidential—Source Code Material only to:

8 (a) receiving party's outside counsel of record in this action, as well as
 9 employees of said outside counsel of record to whom it is reasonably necessary to disclose the
 10 information for this litigation;

11 (b) experts and staff of the receiving party (1) to whom disclosure is
 12 reasonably necessary for this litigation; (2) who have signed the "Acknowledgment and
 13 Agreement to Be Bound" (Exhibit A);

14 (c) the court and its personnel subject to paragraph 6.3 below;

15 (d) court reporters and their staff, professional jury or trial consultants and
 16 professional vendors to whom disclosure is reasonably necessary for this litigation and who have
 17 signed the "Acknowledgment and Agree to Be Bound" (Exhibit A);

18 (e) witnesses during depositions or testimony at trial or any hearing, witnesses
 19 in this action to whom disclosure is reasonably necessary, provided that counsel for the party
 20 intending to disclose the information has a good-faith basis for believing such Highly
 21 Confidential—Source Code material is relevant to events, transactions, discussions,
 22 communications, or data about which the witness is expected to testify or about which the witness
 23 may have knowledge. Before disclosing any document pursuant to this paragraph, counsel who
 24 intends to disclose the document must first notify counsel for the designating party of their intent
 25 to do so. At depositions, trial, or hearings, such notice may be accomplished by presenting a copy
 26 of the Highly Confidential—Source Code material to counsel for the designating party and
 27 permitting counsel an opportunity to object before the document is shown to the witness. Until the

1 designating party agrees to the disclosure, or the court orders such disclosure, Highly
 2 Confidential—Source Code material shall not be disclosed to or discussed with any witness.
 3 Witnesses shall not retain a copy of documents containing Highly Confidential—Source Code
 4 material, except witnesses may receive a copy of all exhibits marked at their depositions in
 5 connection with review of the transcripts. Pages of transcribed testimony or exhibits to
 6 depositions that are designated as Highly Confidential—Source Code material must be separately
 7 bound by the court reporter and may not be disclosed to anyone except as permitted under this
 8 Order; ;

9 (f) the author or recipient of the document (not including a person who received the
 10 document solely in the course of litigation); and

11 (g) other persons only by written consent of the producing party or upon order of the
 12 court and on such conditions as may be agreed or ordered, but such consent shall not be
 13 unreasonably withheld.

14 To the extent any person is required to complete the certification contained in Attachment
 15 A to this Order, facsimile signatures or signatures transferred in electronic format (*e.g.*, PDF)
 16 shall be treated as original signatures for purposes of this Order.

17 6.3 Procedures for Approving or Objecting to Disclosure of “HIGHLY
 18 CONFIDENTIAL—SOURCE CODE” Material to Designated Experts.

19 (a) Unless otherwise ordered by the court or agreed to in writing by the
 20 designating party, a party that seeks to disclose to an expert any information or item that has been
 21 designated Highly Confidential—Source Code pursuant to Section 3 first must make a written
 22 request to the designating party that (1) identifies the general categories of Highly Confidential—
 23 Source Code material that the receiving party seeks permission to disclose to the expert, (2) sets
 24 forth the full name of the expert and the city and state of his or her primary residence, (3) attaches
 25 a copy of the expert’s current resume, (4) identifies the expert’s current employer(s), (5) identifies
 26 each person or entity from whom the expert has provided professional services, including in
 27 connection with a litigation, at any time during the preceding five years, and (6) identifies (by

1 name and number of the case, filing date, and location of court) any litigation in connection with
 2 which the expert has offered expert testimony, including through a declaration, report, or
 3 testimony at a deposition or trial, during the preceding five years. The party receiving that
 4 disclosure may not disclose the identity of the expert to any other party in the litigation, unless the
 5 identity of that expert has already been disclosed to that party or unless the identity of that expert
 6 is learned another way, for example as part of the source code review process. The party receiving
 7 the disclosure must also not disclose the identity of the expert to experts, consultants, or staff
 8 retained by the party receiving that disclosure at any point prior to the expert disclosures set forth
 9 in the pre-existing schedule, or unless the identity of that expert is learned another way, for
 10 example as part of the source code review process.

11 (b) A party that makes a request and provides the information specified in the
 12 preceding respective paragraphs may disclose the protected material to the identified expert
 13 unless, within 14 calendar days of delivering the request, the Party receives a written objection
 14 from the designating party. Any such objection must set forth in detail the grounds on which it is
 15 based.

16 (c) A Party that receives a timely written objection must meet and confer with the
 17 designating party (through direct voice to voice dialogue) to try to resolve the matter by
 18 agreement within seven business days of the written objection. If no agreement is reached, the
 19 Party seeking to make the disclosure to the expert may file a motion seeking permission from the
 20 court to do so. Any such motion must describe the circumstances with specificity, set forth in
 21 detail the reasons why the disclosure to the expert is reasonably necessary, assess the risk of harm
 22 that the disclosure would entail, and suggest any additional means that could be used to reduce
 23 that risk. In addition, any such motion must be accompanied by a competent declaration
 24 describing the parties' efforts to resolve the matter by agreement (*i.e.*, the extent and the content
 25 of the meet and confer discussions) and setting forth the reasons advanced by the designating
 26 party for its refusal to approve the disclosure.

27

28 STIPULATED PROTECTIVE ORDER – 8
 (Case No. 2:23-cv-01391-RSL)

**Matthew Carvalho,
 Attorney at Law, PLLC**
 720 Seneca Street
 Seattle, Washington 98101
 206.799.6888

1 In any such proceeding, the Party opposing disclosure to the expert shall bear the burden
 2 of proving that the risk of harm that the disclosure would entail (under the safeguards proposed)
 3 outweighs the Receiving Party's need to disclose the Protected Material to an expert.

4 6.4 Filing “HIGHLY CONFIDENTIAL—SOURCE CODE” Material. Before filing
 5 Highly Confidential—Source Code material or discussing or referencing such material in court
 6 filings, the filing party shall confer with the designating party, in accordance with Local Civil
 7 Rule 5(g). Any motion to seal filed by the receiving party, where a designating party must make a
 8 showing required by Local Civil Rule 5(g)(3)(B) in response to the motion, must be noted for
 9 consideration no earlier than the fourth Friday after filing. A party who seeks to maintain the
 10 confidentiality of its information must satisfy the requirements of Local Civil Rule 5(g)(3)(B),
 11 even if it is not the party filing the motion to seal. Failure to satisfy this requirement will result in
 12 the motion to seal being denied, in accordance with the strong presumption of public access to the
 13 court’s files.

14 **7. ACCESS TO AND USE OF HIGHLY CONFIDENTIAL—ATTORNEYS’ EYES
 15 ONLY MATERIAL**

16 7.1 Basic Principles. A receiving party may use Highly Confidential—Attorneys’ Eyes
 17 Only material that is disclosed or produced by another party or by a non-party in connection with
 18 this case only for prosecuting, defending, or attempting to settle this litigation. Highly
 19 Confidential—Attorneys’ Eyes Only material may be disclosed only to the categories of persons
 20 and under the conditions described in this agreement.

21 7.2 Disclosure of “HIGHLY CONFIDENTIAL—ATTORNEYS’ EYES ONLY
 22 material. Unless otherwise ordered by the court or permitted in writing by the designating party, a
 23 receiving party may disclose Highly Confidential—Attorneys’ Eyes Only material only to:

24 (a) the receiving party’s outside counsel of record in this action, as well as
 25 employees of said outside counsel of record to whom it is reasonably necessary to disclose the
 26 information for this litigation;

1 (b) in-house litigation counsel and legal assistants at Yardi Systems, Inc., none
 2 of whom advise on business transactions involving competitive decisionmaking where Yardi and
 3 any named Defendant in this action are on opposite sides of the transaction;

4 (c) experts and staff of the receiving party (1) to whom disclosure is
 5 reasonably necessary for this litigation, (2) who have signed the “Acknowledgment and
 6 Agreement to Be Bound” (Exhibit A)

7 (d) the court and its personnel subject to paragraph 7.3 below;

8 (e) court reporters and their staff, professional jury or trial consultants and
 9 professional vendors to whom disclosure is reasonably necessary for this litigation and who have
 10 signed the “Acknowledgment and Agree to Be Bound” (Exhibit A);

11 (f) copy or imaging services retained by counsel to assist in the duplication of
 12 confidential material, provided that counsel for the party retaining the copy or imaging service
 13 instructs the service not to disclose any confidential material to third parties and to immediately
 14 return all originals and copies of any confidential material;

15 (g) witnesses during depositions or testimony at trial or any hearing, witnesses
 16 in this action to whom disclosure is reasonably necessary, provided that counsel for the party
 17 intending to disclose the information has a good-faith basis for believing such Highly
 18 Confidential—Attorneys’ Eyes Only material is relevant to events, transactions, discussions,
 19 communications, or data about which the witness is expected to testify or about which the witness
 20 may have knowledge. Before disclosing any designating party’s document to a non-designating
 21 party’s witness pursuant to this paragraph, counsel who intends to disclose the document must
 22 first notify counsel for the designating party of their intent to do so. At depositions, trial, or
 23 hearings, such notice may be accomplished by presenting a copy of the Highly Confidential—
 24 Attorneys’ Eyes Only material to counsel for the designating party and permitting counsel an
 25 opportunity to object before the document is shown to the non-designating party’s witness. Until
 26 the designating party agrees to the disclosure, or the court orders such disclosure, Highly
 27 Confidential—Attorneys’ Eyes Only material shall not be disclosed to or discussed with any
 28

1 witness of the non-designating party. Witnesses shall not retain a copy of documents containing
2 Highly Confidential—Attorneys’ Eyes Only material, except witnesses may receive a copy of all
3 exhibits marked at their depositions in connection with review of the transcripts. Pages of
4 transcribed testimony or exhibits to depositions that are designated as Highly Confidential—
5 Source Code material must be separately bound by the court reporter and may not be disclosed to
6 anyone except as permitted under this Order;

7 (h) the author or recipient of the document (not including a person who
8 received the document solely in the course of litigation); and

9 (i) other persons only by written consent of the producing party or upon order
10 of the court and on such conditions as may be agreed or ordered, but such consent shall not be
11 unreasonably withheld.

12 To the extent any person is required to complete the certification contained in Attachment A to
13 this Order, facsimile signatures or signatures transferred in electronic format (e.g., PDF) shall be
14 treated as original signatures for purposes of this Order.

15 7.3 Filing “HIGHLY CONFIDENTIAL—ATTORNEYS’ EYES ONLY” Material.

16 Before filing Highly Confidential—Attorneys’ Eyes Only material or discussing or referencing
17 such material in court filings, the filing party shall confer with the designating party, in
18 accordance with Local Civil Rule 5(g). Any motion to seal filed by the receiving party, where a
19 designating party must make a showing required by Local Civil rule 5(g)(3)(B) in response to the
20 motion, must be noted for consideration no earlier than the fourth Friday after filing. A party who
21 seeks to maintain the confidentiality of its information must satisfy the requirements of Local
22 Civil Rule 5(g)(3)(B), even if it is not the party filing the motion to seal. Failure to satisfy this
23 requirement will result in the motion to seal being denied, in accordance with the strong
24 presumption of public access to the Court’s files.

25

26

27

28 STIPULATED PROTECTIVE ORDER – 11
(Case No. 2:23-cv-01391-RSL)

Matthew Carvalho,
Attorney at Law, PLLC
720 Seneca Street
Seattle, Washington 98101
206.799.6888

1 **8. DESIGNATING PROTECTED MATERIAL**

2 8.1 Exercise of Restraint and Care in Designating Material for Protection. Each party
 3 or non-party that designates material for protection under this agreement must take care to limit
 4 any such designation to specific material that qualifies under the appropriate standards.

5 Mass, indiscriminate, or routinized designations are expressly prohibited and shall expose
 6 the designating party to sanctions, to the extent that such designations unnecessarily encumber or
 7 delay the case development process or impose unnecessary expenses and burdens on other parties,
 8 prevent a party to this litigation with demonstrated subject matter expertise from using it to
 9 advance a claim or defense, and the like.

10 If it comes to a designating party's attention that ~~material~~ designated for protection does
 11 not qualify for protection, the designating party shall promptly notify all other parties that it is
 12 withdrawing the mistaken designation.

13 8.2 Manner and Timing of Designations. Except as otherwise provided in this
 14 agreement, or as otherwise stipulated or ordered, disclosure or discovery material that qualifies
 15 for protection under this agreement must be clearly so designated before or when the material is
 16 disclosed or produced.

17 (a) Material in documentary form (e.g., paper or electronic documents and
 18 deposition exhibits, but excluding transcripts of depositions or other pretrial or trial proceedings):
 19 the designating party must affix the legend "CONFIDENTIAL," "HIGHLY CONFIDENTIAL—
 20 SOURCE CODE," or "HIGHLY CONFIDENTIAL—ATTORNEYS' EYES ONLY" to each
 21 page that contains confidential material. In the case of material produced in native electronic
 22 format, the designating party must append to the file names of such material the legend
 23 "CONFIDENTIAL," or "HIGHLY CONFIDENTIAL—SOURCE CODE," or "HIGHLY
 24 CONFIDENTIAL—ATTORNEYS' EYES ONLY".

25 (b) Testimony given in deposition or in other pretrial proceedings: the parties
 26 and any participating non-parties must identify on the record, during the deposition or other
 27 pretrial proceeding, all protected testimony, without prejudice to their right to so designate other

1 testimony after reviewing the transcript. Any party or non-party may, within 15 calendar days
 2 after receiving the transcript of the deposition or other pretrial proceeding, provide written notice
 3 that designated portions of the transcript, or exhibits thereto, will be treated as Confidential,
 4 Highly Confidential—Source Code, or Highly Confidential—Attorneys’ Eyes Only. No later than
 5 60 days after receiving the transcript of the deposition or other pretrial proceeding, a designating
 6 party may serve a Notice of Designation to all parties of record and the court reporter for the
 7 deposition in question as to specific pages of the transcript that are designated Confidential,
 8 Highly Confidential—Source Code, or Highly Confidential—Attorneys’ Eyes Only. The court
 9 reporter shall provide a final copy of the transcript that reflects any designations of pages of the
 10 transcript as Confidential or Highly Confidential Information in the lower left-hand corner of each
 11 designated page. A party may request additional time for good cause shown if the party is unable
 12 to meet the above deadline. The Parties agree to meet and confer about any such requests in an
 13 effort to limit disputes that are brought to the Court’s attention. If a party or non-party desires to
 14 protect confidential information at trial, the issue should be addressed during the pre-trial
 15 conference.

16 (c) Other tangible items: the producing party must affix in a prominent place
 17 on the exterior of the container or containers in which the material is stored the legend
 18 “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL—SOURCE CODE” or “HIGHLY
 19 CONFIDENTIAL—ATTORNEYS’ EYES ONLY.”

20 8.3 Inadvertent Failures to Designate. If timely corrected after being identified, an
 21 inadvertent failure to designate qualified information or items does not, standing alone, waive the
 22 designating party’s right to secure protection under this agreement for such material. Upon timely
 23 correction of a designation, the receiving party must make reasonable efforts to ensure that the
 24 material is treated in accordance with the provisions of this agreement.

25 **9. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

26 9.1 Timing of Challenges. Any party or non-party may challenge a designation of
 27 confidentiality at any time. Unless a prompt challenge to a designating party’s confidentiality

1 designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic
 2 burdens, or a significant disruption or delay of the litigation, a party does not waive its right to
 3 challenge a confidentiality designation by electing not to mount a challenge promptly after the
 4 original designation is disclosed.

5 9.2 Meet and Confer. The parties must make every attempt to resolve any dispute
 6 regarding confidential designations without court involvement. Any motion regarding
 7 confidential designations or for a protective order must include a certification, in the motion or in
 8 a declaration or affidavit, that the movant has engaged in a good faith meet and confer conference
 9 with other affected parties in an effort to resolve the dispute without court action. The certification
 10 must list the date, manner, and participants to the conference. A good faith effort to confer
 11 requires a face-to-face meeting or a telephone conference.

12 9.3 Judicial Intervention. If the parties cannot resolve a challenge without court
 13 intervention, within 10 business days of the conclusion of the good faith effort to resolve the
 14 dispute, the designating party may file and serve a motion to retain confidentiality under Local
 15 Civil Rule 7 (and in compliance with Local Civil Rule 5(g), if applicable). The burden of
 16 persuasion in any such motion shall be on the designating party. Frivolous challenges, and those
 17 made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on
 18 other parties) may expose the challenging party to sanctions. All parties shall continue to maintain
 19 the material in question as confidential until the court rules on the challenge.

20 **10. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN
 OTHER LITIGATION**

21 If a party is served with a subpoena or a court order issued in other litigation that compels
 22 disclosure of any information or items designated in this action as “CONFIDENTIAL,”
 23 “HIGHLY CONFIDENTIAL—SOURCE CODE,” or “HIGHLY CONFIDENTIAL—
 24 ATTORNEYS’ EYES ONLY,” that party must:

25 (a) promptly notify the designating party in writing and include a copy of the
 26 subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this agreement. Such notification shall include a copy of this agreement; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the designating party whose confidential material may be affected.

11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a receiving party learns that, by inadvertence or otherwise, it has disclosed confidential material to any person or in any circumstance not authorized under this agreement, the receiving party must immediately (a) notify in writing the designating party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the protected material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this agreement, and (d) request that such person or persons execute the "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A.

12. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a producing party gives notice to receiving parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the receiving parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). In addition, any Party receiving a document or information that appears to be privileged or work product shall promptly notify the producing Party. These provisions are not intended to modify whatever procedure may be established in an e-discovery order or agreement that provides for production without prior privilege review. The parties agree to the entry of a non-waiver order under Fed. R. Evid. 502(d) as set forth herein.

13. NON TERMINATION AND RETURN OF DOCUMENTS

Within 60 calendar days after the termination of this action, including all appeals, each receiving party must return all confidential material to the producing party, including all copies,

1 extracts and summaries thereof. Alternatively, the parties may agree upon appropriate methods of
2 destruction.

3 Notwithstanding this provision, counsel are entitled to retain one archival copy of all
4 documents filed with the court, trial, deposition, and hearing transcripts, correspondence,
5 deposition and trial exhibits, expert reports, attorney work product, and consultant and expert
6 work product, even if such materials contain confidential material.

7 The confidentiality obligations imposed by this agreement shall remain in effect until a
8 designating party agrees otherwise in writing or a court orders otherwise.
9

10 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

11 DATED: April 1, 2024

13 **HAGENS BERMAN SOBOL SHAPIRO LLP**

14 /s/ Steve W. Berman

Steve W. Berman (WSBA No. 12536)
Theodore Wojcik (WSBA No. 55553)
Stephanie A. Verdoia (WSBA No. 58636)
Xiaoyi Fan (WSBA No. 56703)
1301 Second Avenue, Suite 2000
Seattle, WA 98101
Telephone: (206) 623-7292
Facsimile: (206) 623-0594
Email: steve@hbsslaw.com
Email: tedw@hbsslaw.com
Email: stephaniev@hbsslaw.com
Email: kellyf@hbsslaw.com

Rio S. Pierce (*pro hac vice*)
715 Hearst Avenue, Suite 300
Berkeley, CA 94710
Telephone: (510) 725-3000
Facsimile: (510) 725-3001
Email: riop@hbsslaw.com

26 *Attorneys for Plaintiffs*

28 STIPULATED PROTECTIVE ORDER – 16
(Case No. 2:23-cv-01391-RSL)

Matthew Carvalho,
Attorney at Law, PLLC
720 Seneca Street
Seattle, Washington 98101
206.799.6888

1 **VAN KAMPEN & CROWE PLLC**

2 /s/ Al Van Kampen

3 Al Van Kampen (WSBA No. 13670)
4 P.O. Box 33632
5 Seattle, WA 98133
6 Telephone: (206) 441-1121
7 Email: avankampen@vkclaw.com

8 **VINSON & ELKINS LLP**

9 Michael W. Scarborough (*pro hac vice*)
10 Dylan I. Ballard (*pro hac vice*)
11 M. Kevin Costello (*pro hac vice*)
12 Madison Lo (*pro hac vice*)
13 555 Mission Street, Suite 2000
14 San Francisco, CA 94105
15 Telephone: (415) 979-6900
16 Email: mscarborough@velaw.com
17 Email: dballard@velaw.com
18 Email: kcostello@velaw.com
19 Email: mlo@velaw.com

20 Stephen Medlock (*pro hac vice*)
21 2200 Pennsylvania Avenue NW
22 Suite 500 West
23 Washington, DC 20037
24 Telephone: (202) 639-6500
25 Email: smedlock@velaw.com

26 Mackenzie Newman (*pro hac vice*)
27 1114 Avenue of the Americas
28 32nd Floor
New York, NY 10036
Telephone: (212) 237-0000
Email: mnewman@velaw.com

29 *Attorneys for Defendant Bridge Property
Management, L.C.*

30 **CABLE HUSTON LLP**

31 /s/ Brian S. Epley

32 Brian S. Epley (WSBA No. 48412)
33 Jon W. Monson (WSBA No. 43912)

34 STIPULATED PROTECTIVE ORDER - 17
35 (Case No. 2:23-cv-01391-RSL)

1 **MATTHEW CARVALHO,
ATTORNEY AT LAW, PLLC**

2 /s/ Matthew A. Carvalho

3 Matthew A. Carvalho (WSBA No. 31201)
4 720 Seneca Street
5 Seattle, WA 98101
6 Telephone: (206) 799-6888
7 Email: matt@mattcarvalholaw.com

8 **DEBEVOISE & PLIMPTON LLP**

9 Maura K. Monaghan (*pro hac vice*)
10 Michael Schaper (*pro hac vice*)
11 Kristin D. Kiehn (*pro hac vice*)
12 66 Hudson Boulevard
13 New York, NY 10001
14 Telephone: (212) 909-6000
15 Email: mkmonaghan@debevoise.com
16 Email: mschaper@debevoise.com
17 Email: kdkiehn@debevoise.com

18 Abraham Tabaie (*pro hac vice*)
19 650 California Street
20 San Francisco, CA 94108
21 Telephone: (415) 738-5700
22 Email: atabaie@debevoise.com

23 *Attorneys for Defendant Yardi Systems, Inc.*

24 **BAILEY DUQUETTE PC**

25 /s/ Hozaifa Cassubhai

26 Hozaifa Cassubhai (WSBN No. 39512)
27 William Burnside (WSBN No. 36002)
28 800 Fifth Ave, Suite 101-800
Seattle, WA 98104
Phone: (206) 225-2250
Fax : (866) 233-5869
Email: hozaifa@baileyduquette.com
Email: will@baileyduquette.com

29 *Attorneys for Defendant Calibrate Property
Management, LLC*

30 **FOGARTY LAW GROUP PLLC**

31 /s/ Paul E. Fogarty

32 **Matthew Carvalho,
Attorney at Law, PLLC**
33 720 Seneca Street
34 Seattle, Washington 98101
35 206.799.6888

1 1455 SW Broadway, Suite 1500
2 Portland, OR 97201-3412
3 Telephone: (503) 224-3092
Email: jmonson@cablehuston.com
Email: bpley@cablehuston.com

4 *Attorneys for Defendant Dalton
Management, Inc.*

5 **SHOOK, HARDY & BACON L.L.P.**

6 /s/ Steven Rich
7 Steven Rich (WSBA No. 48444)
8 701 Fifth Avenue, Suite 6800
9 Seattle, WA 98104
10 Telephone: (206) 344-7600
Email: srich@shb.com

11 Ryan Sandrock (*pro hac vice*)
12 555 Mission Street, Suite 2300
13 San Francisco, CA 94105
14 Telephone: (415) 544-1900
Email: rsandrock@shb.com

15 *Attorneys for Defendant LeFever Mattson
Property Management*

16 **K&L GATES LLP**

17 /s/ Christopher M. Wyant
Christopher M. Wyant (WSBA No. 35561)
18 Tyler Lichter (WSBA No. 51090)
925 Fourth Avenue, Suite 2900
Seattle, WA 98104
Phone: (206) 623-7580
Fax: (206) 623-7022
Email: chris.wyant@klgates.com
Email: tyler.lichter@klgates.com

20 Lauren Norris Donahue (*pro hac vice*)
70 W. Madison St., Suite 3300
Chicago, IL 60602
Telephone: (312) 372-1121
Fax: (312) 827-8000
Email: lauren.donahue@klgates.com

22 STIPULATED PROTECTIVE ORDER – 18
(Case No. 2:23-cv-01391-RSL)

Paul E. Fogarty (WSBN No. 26929)
1904 Third Avenue, Ste 933
Seattle, WA 98101
Telephone: (206) 441-0172
Email: pfogarty@fogartylawgroup.com

NORTON ROSE FULBRIGHT US LLP

Michael Swartzendruber (*pro hac vice*)
2200 Ross Avenue, Suite 3600
Dallas, TX 75201
Telephone: (214) 855-8067
michael.swartzendruber@nortonrosefulbright.com

Eliot Turner (*pro hac vice*)
1301 McKinney, Suite 5100
Houston, TX 77010
Telephone: (713) 651-5113
Email: eliot.turner@nortonrosefulbright.com

*Attorneys for Defendant Creekwood Property
Corporation*

PERKINS COIE LLP

/s/ David A. Perez
David A. Perez (WSBA No. 43959)
Elvira Castillo (WSBA No. 43893)
Tiffany Lee (WSBA No. 51979)
Marten King (WSBA No. 57106)
1201 Third Avenue, Suite 4900
Seattle, WA 98101-3099
Telephone: 206.359.6767
Email: DPerez@perkinscoie.com
Email: ECastillo@perkinscoie.com
Email: TiffanyLee@perkinscoie.com
Email: MKing@perkinscoie.com

Adrianna Simonelli (WSBA No. 58472)
1120 NW Couch Street, Tenth Floor
Portland, OR 97209-4128
Telephone: 503-727-2000
Facsimile: 503-727-2222
Email: ASimonelli@perkinscoie.com

Attorneys for Defendant HNN Associates, LLC

**Matthew Carvalho,
Attorney at Law, PLLC**
720 Seneca Street
Seattle, Washington 98101
206.799.6888

1 Derek Sutton (*pro hac vice*)
2 301 Hillsborough St., Suite 1200
3 Raleigh, NC 27603
4 Telephone: (919) 743-7331
5 Fax: (919) 516-2122
6 Email: derek.sutton@klgates.com

7
8 *Attorneys for Defendant R.D. Merrill Real
9 Estate Holdings, LLC*

10 **GORDON REES SCULLY
11 MANSUKHANI, LLP**

12 /s/ Todd A. Bowers
13 Todd A. Bowers (WSBA No. 24638)
14 701 5th Avenue, Suite 2100
15 Seattle, WA 98104
16 Telephone: (206) 695-5197
17 Email: tbowers@grsm.com

18 **ROETZEL & ANDRESS**

19 Stephen W. Funk (*pro hac vice*)
20 222 South Main Street, Suite 400
21 Akron, OH 44308
22 Telephone: (330) 849-6602
23 Cell: (330) 819-5387
24 Email: sfunk@ralaw.com

25 *Attorneys for Defendant Summit
26 Management Services, Inc.*

27 **STOKES LAWRENCE, P.S.**

28 /s/ Mathew Harrington
29 Mathew Harrington
30 Valerie Walker
31 1420 Fifth Avenue, Suite 3000
32 Seattle, WA 98101-2393
33 Telephone: (206) 626-6000
34 Email: mathew.harrington@stokeslaw.com
35 Email: valerie.walker@stokeslaw.com

36 **SPENCER FANE LLP**

37 Jessica Nelson (*pro hac vice*)
38 Donald Heeman (*pro hac vice*)
39 100 South Fifth Street, Suite 2500
40 Minneapolis, MN 55402
41 Telephone: (612) 268-7006
42 Email: jnelson@spencerfane.com
43 Email: dheeman@spencerfane.com

44 *Attorneys for Defendant Manco Abbott, Inc.*

45 **BRADLEY BERNSTEIN SANDS LLP**

46 /s/ Heidi B. Bradley
47 Heidi B. Bradley (WSBA No. 35759)
48 2800 First Avenue, Suite 326
49 Seattle, WA 98121
50 Telephone: (206) 337-6551
51 Email: hbradley@bradleybernstein.com

52 Darin M. Sands (WSBA No. 35865)
53 1425 SW 20th Ave., Suite 201
54 Portland, OR 97201
55 Telephone: (503)734-2480
56 Email: dsands@bradleybernstein.com

57 *Attorneys for Defendant Morguard Management
58 Company Inc.*

1 PURSUANT TO STIPULATION, IT IS SO ORDERED.

2 IT IS FURTHER ORDERED that pursuant to Fed. R. Evid. 502(d), the production of any
3 documents, electronically stored information (ESI), or information, whether inadvertent or otherwise,
4 in this proceeding shall not, for the purposes of this proceeding or any other federal or state
5 proceeding, constitute a waiver by the producing party of any privilege applicable to those documents,
6 including the attorney-client privilege, attorney work-product protection, or any other privilege or
7 protection recognized by law. This Order shall be interpreted to provide the maximum protection
8 allowed by Fed. R. Evid. 502(d).

9
10 Dated this 2nd day of April, 2024.

11 
12 Robert S. Lasnik
13 United States District Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____ [print or type full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Western District of Washington on _____ [date] in the case of *Duffy v. Yardi Systems, Inc., et al.* (Case No. 2:23-cv-01391-RSL). I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order. I will use any confidential material disclosed to me solely for purposes of this action, and I will take appropriate steps and assume full responsibility to assure that any other people working for me, including clerical or secretarial personnel, will abide by the Stipulated Protective Order. I will not use, either directly or indirectly, any confidential material disclosed to me for any other purpose or proceeding. I will return all confidential material that comes into my possession to counsel for the party by whom I am employed or retained when requested to do so by that counsel.

I further agree to submit to the jurisdiction of the United States District Court for the Western District of Washington for the purpose of enforcing the terms of this Stipulated Protective Order and for civil remedies in the form of legal and equitable relief, including damages, for any breach thereof, even if such enforcement proceedings occur after termination of this action.

DATE:

City and State where sworn and signed:

Printed name:

Signature: